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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Cost-Plus-Fixed-Fee | | Page 1 Of 6 | |
| 2. Amendment/Modification No. P00011 | | 3. Effective Date 2004JAN23 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGD PHILLIP LAWRENCE (586)574-5273 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LAWRENCPT@TACOM.ARMY.MIL | | Code W56HZV | | 7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 | | Code S1403A | |
| | | | | SCD C PAS NONE ADP PT HQ0339 | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) ALION SCIENCE AND TECHNOLOGY 10 W. 35TH STREET CHICAGO, IL. 60616-3799 | | | | <input type="checkbox"/> | | 9A. Amendment Of Solicitation No. | |
| | | | | <input type="checkbox"/> | | 9B. Dated (See Item 11) | |
| | | | | <input checked="" type="checkbox"/> | | 10A. Modification Of Contract/Order No. DAAE07-02-C-L059 | |
| TYPE BUSINESS: Other Nonprofit | | | | <input type="checkbox"/> | | 10B. Dated (See Item 13) 2002JUN27 | |
| Code 3BM47 | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$.00 | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| KIND MOD CODE: G | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. | | | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: agreement of the parties | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| Contract Expiration Date: 2004JUN30 | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070 | | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 16C. Date Signed 2004JAN23 | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-L059 MOD/AMD P00011 | Page 2 of 6 |
| Name of Offeror or Contractor: ALION SCIENCE AND TECHNOLOGY | | |

SECTION A - SUPPLEMENTAL INFORMATION

1. This is a bi-lateral modification. The purposes of this modification are (i) to adjust the scope of work of contract DAAE07-02-C-L059 to enable the Government to realign funds presently on the contract to allow the continued deployment and operation of the Mobile Parts Hospital's RMS Lathe Module at Fort Arifjan Kuwait; and (ii) to partially exercise Option #4 in the contract in the amount of 2,077 hrs for two contractor employees to provide support of the Lathe Module while in Kuwait for a minimum of 60 and a maximum of approximately 110 days. The contract is, accordingly, modified as follows:
 - a. Section C, Scope of work, is changed as reflected on the attached Section C as follows: partial suspension or revision of the scope of effort on paragraphs C.2.6 and C.5.
 - b. Section B, deobligation under CLIN 0001AD of \$380,000, with those funds being added to CLIN 0005AB, Additionally, paragraph B.5 of the contract is updated as a result of the partial option exercise, which adds 2,077 hours of effort to CLIN 0005AB.
 - c. Overtime at 1.5 times the basic rate of pay is authorized for paragraphs C.13 - C.14.1 of the scope of work of contract DAAE07-02-C-L059. Total hours worked per these paragraphs (regular time plus overtime) are not to exceed 12 hours per day, 6 days per week per person, for contractor employees deployed to Kuwait.
 - d. The Government hereby authorizes a 15% Danger Pay Differential allowance for contractor employees deployed to Kuwait to execute the effort covered by CLIN 0005AB. This allowance is subject to change based on State Department guidance.
 - e. The Government hereby authorizes a 15% Post Differential Pay to contractor employees deployed to Kuwait to execute the effort covered by CLIN 0005AB. Note, however, that such post differential pay does not become due or payable to any contractor employee deployed to Kuwait until such employee completes 42 consecutive days of service in Kuwait, during a time period in which the State Department has authorized this post differential pay allowance. Once a contractor employee completes at least 42 consecutive days of qualified service, this post differential pay allowance will be payable for that employee, retroactive to the first day of that employee's service in Kuwait. This allowance is subject to change based on State Department guidance.
 - f. As the Government will be providing all subsistence to contractors, (i.e. housing , meals, etc.) a \$3.50 day per diem rate only is being authorized under this effort for contractor employees deployed to Kuwait to execute to the effort covered by CLIN 0005AB.
2. The changes described in this modification P00011 have an effective date of 16 January 2004. Any costs incurred by the contractor on or after 16 January 2004 to execute the changes described herein are reimbursible to the same extent they would have been reimbursible if incurred after the signature date of this modification.
3. As a result of these changes the total obligated amount of contract DAAE07-02-C-L059 is neither increased nor decreased. Except as provided herein, all contractual terms and conditions, as previously modified, remain unchanged and in full force and effect.

*** END OF NARRATIVE A 010 ***

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Name of Offeror or Contractor: ALION SCIENCE AND TECHNOLOGY

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|-----------------|
| 0001AD | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MOBILE PARTS HOSPITAL PRON: E132C182EH PRON AMD: 02 ACRN: AC AMS CD: 63300553911</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2004</p> <p>\$ 4,590,050.00</p> | | | | \$ 4,590,050.00 |
| 0005AB | <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MOBILE PARTS HOSPITAL PRON: E132C182EH PRON AMD: 02 ACRN: AC AMS CD: 63300553911</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-DEC-2003</p> <p>\$ 849,950.00</p> | | | | \$ 849,950.00 |

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B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is \$10,966,817 which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.

B.1.2 The contractor will be paid for the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

The contractor may submit public vouchers bi-monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract. The Paying Office shall disburse funds in accordance with the paragraph G.3 of this contract entitled "Special Instructions - Pay Oldest Money First (MAR2000)".

B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, obligate such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds obligated to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule

| <u>Performance Period</u> | <u>Amount</u> |
|----------------------------------|-----------------|
| FY02 - Award through Dec 02 | \$ 4,645,996.00 |
| FY03 - Jan 03 through Completion | \$ 6,320,821.00 |

B.4 Funds Obligated. The amount of funds currently obligated to this contract is \$ 10,645,996.00.

B.5 OPTION- As per paragraph H.22, the Government shall have the option to utilize the hours of this option up to a maximum of 10,000 hours and may exercise this option in more than one increment. If exercised, any resultant CLIN or subCLIN shall be awarded on a cost plus fixed fee basis using the labor categories and costs per program year on the chart located as Attachment 1 of this contract.

B.5.1 Available Hours: 5353
B.5.2 Estimated Costs: \$ 904,603
B.5.3 Maximum Fixed Fee:\$ 74,647
B.5.4 Total Costs: \$ 979,250

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
MOBILE PARTS HOSPITAL

C.2.6 Second 12-months: Install MAZAK 300, Cincinnati, and Vibratory machines set forth in the plan and validate the agile cell design by using the agile cell to manufacture parts identified by the Government. The contractor shall provide the engineering and manufacturing data in the MPH format and database.

C.5 The contractor shall rework / update the previously published video showcasing the technologies contained in the prototype modules. Copies of the video shall be delivered in CD and DVD formats.

*** END OF NARRATIVE C 005 ***

Name of Offeror or Contractor: ALION SCIENCE AND TECHNOLOGY

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ ITEM MIPR | ACRN | OBLG STAT/ JOB ORD NO | | PRIOR AMOUNT | | INCREASE/DECREASE AMOUNT | | CUMULATIVE AMOUNT |
|------------|-------------------------------|------|--------------------------|----|--------------|----|-----------------------------|----|----------------------|
| 0001AD | E132C182EH 63300553911 | AC | 2 32C182 | \$ | 4,970,050.00 | \$ | -380,000.00 | \$ | 4,590,050.00 |
| 0005AB | E132C182EH 63300553911 | AC | 2 32C182 | \$ | 469,950.00 | \$ | 380,000.00 | \$ | 849,950.00 |
| NET CHANGE | | | | | | \$ | 0.00 | | |

| SERVICE NAME | NET CHANGE BY ACRN | ACCOUNTING CLASSIFICATION | | | | ACCOUNTING STATION | INCREASE/DECREASE AMOUNT |
|-----------------|-----------------------|---------------------------|-----------------------------|--------|--|-----------------------|-----------------------------|
| Army | AC | 21 | 32040000036D7675P633005255Y | S20113 | | W56HZV | \$ 0.00 |
| NET CHANGE | | | | | | | \$ 0.00 |

| | | PRIOR AMOUNT OF AWARD | | INCREASE/DECREASE AMOUNT | | CUMULATIVE OBLIG AMT |
|-----------------------|----|--------------------------|----|-----------------------------|----|-------------------------|
| NET CHANGE FOR AWARD: | \$ | 10,745,943.00 | \$ | 0.00 | \$ | 10,745,943.00 |